

ITEL RAIL

RECORDATION NO. 13818-B
55 Francisco
San Francisco, California 94133
(415) 955-9090
Telex 34234
Filed 1425

JUL 20 1983 11 45 AM
INTERSTATE COMMERCE COMMISSION

No. 3 201A063

Date JUL 20 1983

Fee \$ 10.00

ICC Washington, D. C.

July 14, 1983

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECEIVED
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I.C.C.
FEE OPERATION BR.

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Corporation for filing and recordation under the Sublease Agreement dated July 30, 1982 (the "Sublease") between the Texas Mexican Railway Company (the "Sublessor") and the Atchison, Topeka and Santa Fe Railway Company (the "Sublessee") which was filed on October 26, 1982 at 12:40 p.m. and given recordation No. 13818, four counterparts of the following document:

Amendment No. 1 dated March 31, 1983 (the "Amendment") to the Sublease between Sublessor and Sublessee.

The names and addresses of the parties to the aforementioned Amendment are:

1. The Texas Mexican Railway Company
P.O. Box 419
Laredo, Texas 78040
2. The Atchison, Topeka and Santa Fe Railway Company
80 E. Jackson Boulevard
Chicago, Illinois 60604

The equipment covered by this Amendment is one hundred eighty six (186) 70-ton flush deck flatcars, 89'4" in length, A.A.R. mechanical designation FC, bearing reporting marks SFLC 901295 through SFLC 901480, inclusive.

Also enclosed is a check in the amount of \$10.00 for the required recording fee.

*we check this
as well
13818-B*

Ms. Agatha Mergenovich, Secretary
July , 1983
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Please stamp all counterparts of the enclosed Amendment with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be returned to the bearer of this letter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Pat Salas Pineda', with a long horizontal flourish extending to the right.

Patricia Salas Pineda
Counsel

PSP:dmm
Enclosures

cc: Michael Walsh, Esq.
Weil, Gotshal & Manges
767 Fifth Avenue
New York, New York 10020

Robert S. Clark, Esq.
Senior Trust Officer
First Security Bank of Utah, N.A.
Corporate Trust Division
79 South Main Street
Salt Lake City, Utah 84125

Doug Drummond
Itel Corporation

13818-B
L-0463
4/21/83

SANTA FE ORIGINAL

AMENDMENT NO. 1

RECORDATION NO. 13818-B
JUL 20 1983 - 11 45 AM
INTERSTATE COMMERCE COMMISSION
Filed 1425

THIS AMENDMENT NO. 1 (the "Amendment") to that certain Sublease Agreement (the "Sublease") dated July 30, 1982 between THE TEXAS MEXICAN RAILWAY ("Sublessor") and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY ("Sublessee") is made this 31st day of March, 1983 between Sublessor and Sublessee.

W I T N E S S E T H :

WHEREAS, Sublessor and Sublessee are parties to the Sublease, pursuant to which one hundred eighty-six (186) flatcars ("Car(s)") bearing the reporting marks SFLC 901295-901480, have been subleased and delivered by Sublessor to Sublessee.

WHEREAS, Sublessor and Sublessee desire to extend the term of the Sublease.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree to amend the Sublease as follows:

1. All terms defined in the Sublease shall have their defined meanings when used in this Amendment.
2. Sections 2.B. and 2.C. shall be deleted in their entirety and replaced with the following:

"2.B. This Sublease shall be extended through and including October 31, 1984 (the "Extended Term"). Sublessor or Sublessee may further extend this Sublease by written notice delivered to the other party not less than sixty (60) days prior to the end of the Extended Term, provided that such extension is mutually agreed upon."

3. Sections 6.A. and 6.B. with respect to each Car, shall be deleted and replaced by the following Sections 6.A. and 6.B. which shall be effective, with respect to each Car, at 12:01 a.m. on October 1, 1983 ("Effective Hour"):

"6. Rent

- A. The following definitions are provided for the purpose of determining those amounts which Sublessee agrees to pay to Sublessor hereunder:
 - (i) "On-Line Utilization Rate" of the Cars shall be determined by a fraction, the numerator of which is the aggregate number of hours in each calendar month that the Cars were on Sublessee's railroad line commencing from the Effective Hour, and the denominator of which is the aggregate number of hours in each calendar month that the Cars are on sublease to Sublessee, commencing from the Effective Date.

ASSIGNED TO FIRST SECURITY BANK
OF UTAH, N.A., TRUSTEE, UNDER
A LEASE ASSIGNMENT DATED
AS OF JULY 30, 1982

ITELRAIL'S INTEREST ASSIGNED TO
FIRST SECURITY BANK OF
UTAH, N.A., WITH RESPECT TO
CARS NUMBERED SFLC 901295-901480

- (ii) "Fixed Rent I", with respect to any calendar month in which the On-Line Utilization Rate is greater than or equal to eighty percent (80%), shall be \$0.5208 per Car for each hour such Car is on Sublessee's railroad line.
- (iii) "Fixed Rent II", with respect to any calendar month in which the On-Line Utilization Rate is greater than or equal to seventy-five percent (75%) but less than eighty percent (80%), shall be \$0.50 per Car for each hour such Car is on Sublessee's railroad line.
- (iv) "Fixed Rent III", with respect to any calendar month in which the On-Line Utilization Rate is greater than or equal to seventy percent (70%) but less than seventy-five percent (75%), shall be \$0.4583 per Car for each hour such Car is on Sublessee's railroad line.
- (v) "Fixed Rent IV", with respect to any calendar month in which the On-Line Utilization Rate greater than or equal to sixty-five percent (65%) but is less than seventy percent (70%), shall be \$0.4375 per Car for each hour such Car is on Sublessee's railroad line.
- (vi) "Fixed Rent V", with respect to any calendar month in which the On-Line Utilization Rate is greater than or equal to sixty percent (60%) but less than sixty-five percent (65%), shall be \$0.4167 per Car for each hour such Car is on Sublessee's railroad line.
- (vii) "Fixed Rent VI", with respect to any calendar month in which the On-Line Utilization Rate is greater than or equal to fifty-five percent (55%) but less than sixty percent (60%), shall be \$0.3958 per Car for each hour such Car is on Sublessee's railroad line.
- (viii) "Fixed Rent VII", with respect to any calendar month in which the On-Line Utilization Rate is greater than or equal to fifty percent (50%) but less than fifty-five percent (55%), shall be \$0.375 per Car for each hour such Car is on Sublessee's railroad line.
- (ix) "Fixed Rent VIII", with respect to any calendar month in which the On-Line Utilization Rate is less than fifty percent (50%), shall be \$0.3542 per Car for each hour such Car is on Sublessee's railroad line.
- (x) "First Rent Date" shall be the fifteenth (15th) day of the month immediately following the calendar month in which the Effective Hour occurs.
- (xi) "Last Rent Date" shall be the fifteenth day of the month immediately following the calendar month in which the "Termination Date" (as defined in Section 2.D.) occurs.

- (xii) "Revenues" shall be the total revenues earned and due from other railroad companies for the use and handling of the Cars, including, but not limited to, per diem and mileage, whether or not collected and received by Sublessee and without regard to any claimed abatement, reduction or offset. Upon the occurrence of any such abatement, reduction or offset, Sublessee shall, within thirty (30) days of Sublessor's request, reimburse Sublessor for such amounts.

B. Sublessee agrees to pay the following rent to Sublessor for the use of the Cars:

- (i) On the First Rent Date, an amount equal to the applicable Fixed Rent (with respect to the prior month) multiplied by the number of on-line hours from and including the Effective Hour to and including the last hour of the month in which such Effective Hour occurs;
- (ii) For the fifteenth (15th) day of each month thereafter, to and including the calendar month in which the Termination Date occurs, an amount equal to the applicable Fixed Rent (with respect to the prior month) multiplied by the number of on-line hours in the prior month;
- (iii) On the Last Rent Date, an amount equal to the applicable Fixed Rent (with respect to the prior month) multiplied by the number of on-line hours in the prior month; and
- (iv) Within five (5) months after the Service Month (as hereinafter defined), an amount equal to the difference between the amount actually paid by Lessee to Lessor pursuant to Sections 6.B.(i), 6.B.(ii), and 6.B.(iii) herein and the amount calculated to be the applicable Fixed Rent multiplied by the actual number of on-line hours for such Service Month. For the purposes hereof, Service Month shall be defined as the calendar month in which the Cars earn Revenues under the terms of the Sublease.
- x (v) Within ninety (90) days after the end of each Service Month (as hereinabove defined), an amount equal to the Revenues earned by the Cars for such Service Month.
- AMW
JLR
EOD

4. Except as expressly modified by this Amendment, all terms and provisions of the Sublease shall remain in full force and effect.

5. This Amendment may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

THE TEXAS MEXICAN
RAILWAY COMPANY

By: *A. R. Ramos*

Title: A. R. RAMOS, Chairman
and Ch. Exec. Off.

Date: June 9, 1983

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

By: *J. G. Ruegg*

Title: EXECUTIVE VICE PRESIDENT

Date: May 13, 1983

ACKNOWLEDGEMENT AND CONSENT:

Edward J. O'Brien
Itel Corporation, Rail Division

Date: 6/15/83

FORM APPROVED

Robert R. Bateson
General Attorney
mws

TEXAS
STATE OF ~~CALIFORNIA~~)
WEBB) ss:
COUNTY OF ~~SAN FRANCISCO~~)

On this 9th day of June, 1983, before me personally appeared A.R. Ramos, to me personally known, who being by me duly sworn says that such person is Chairman & CEO of The Texas Mexican Railway, that the foregoing Amendment No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sandra Sue Webber
Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK) ss:

On this 13th day of May, 1983, before me personally appeared D. G. RUEGG, to me personally known, who being by me duly sworn says that such person is EXECUTIVE VICE PRESIDENT of The Atchison, Topeka and Santa Fe Railway Company, that the foregoing Amendment No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

L. H. Arreaga
Notary Public